

Dallas Co.

Teamsters #238 (Roads)

7/1/2005 6/30/2007

COPY

AGREEMENT

This Agreement entered into this 1st day of July, 2005, by and between DALLAS COUNTY, IOWA SECONDARY ROAD DEPARTMENT, hereinafter referred to as the "Employer", and TEAMSTERS LOCAL UNION NO. 238, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, which was signed into law on April 23, 1974.

**ARTICLE 1
RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment permitted by the Act for employees of the Dallas County Secondary Road Department, which includes: Maintenance employees, Equipment Operators, Truck Drivers and Laborers. Excluded are: County Engineer, Assistant to the Engineer, Technicians, Inspectors, Foreman (Road), clerical, office staff, Secretary, and all others excluded by the Public Employment Relations Act.

**ARTICLE 2
NO STRIKE**

Section 12 of the Public Employment Relations Act (Chapter 20, Code of Iowa) shall be considered part of this Agreement.

**ARTICLE 3
GRIEVANCE PROCEDURE**

The grievance procedure as set forth in this Agreement does not include appeals from discipline or discharge. Appeals from discipline or discharge shall be processed through the Dallas County Personnel Policy.

The investigation or processing of a grievance by the Employee Organization representative(s) shall be carried out in a manner which does not interfere with the normal operations of the Employer. Permission must first be obtained from the immediate supervisor, or department head, if the immediate supervisor is not available, before any investigating or processing of a grievance during work hours. If the grievance is to be investigated or processed during work hours, such permission shall not be unreasonably withheld. Time spent by the Employee Organization representative(s) on any grievance shall be without pay.

Time Limits. If a grievance is not presented within the time limits set herein, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement between the Employer and the grievant. More than one grievance may be heard by the same arbitrator only by mutual written agreement of the parties.

Step One. Consistent with the intent of the parties that a grievance should be resolved at the lowest supervisory level, a grievance shall first be taken up by the grievant at the lowest appropriate supervisory level, normally with the immediate supervisor. The grievance should be discussed orally, but the grievant shall cite the provision(s) of this Agreement allegedly violated. Step One must be taken within fifteen (15) working days of the incident. The immediate supervisor shall have five (5) working days to investigate the grievance and respond.

Step Two. If the disposition of the grievance in Step One is not satisfactory to the grievant, he/she shall make a written report on a copy of the Grievance Form attached to this Agreement, and submit it to the department head within five (5) working days after the response from the immediate supervisor. The department head shall schedule a conference with the grievant and the immediate supervisor within ten (10) working days of the receipt of the complaint. Following the aforesaid conference, the department head shall investigate the grievance, and respond to it in writing within five (5) working days.

Step Three. If the grievance is not settled in accordance with the foregoing procedure, the grievant or Employee Organization may, within five (5) working days after receipt of the answer in Step Two, invoke arbitration.

Within five (5) working days after the Union's notification that the grievance will be submitted to arbitration, the Union shall request from the Public Employment Relations Board a list of five (5) prospective arbitrators. The parties shall determine by the toss of coin who shall be required to strike the first name, and the parties shall alternate in striking names from the panel until one remains and that person shall act as arbitrator. The arbitrator so selected shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitration hearing shall be scheduled not later than sixty (60) days following the date on which the request for arbitration was submitted to the Employer.

Authority of Arbitrator: The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from, the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him or her in writing by the Employer or employee or Employee Organization, and shall have no authority to make his or her decision on any other issue not so submitted. The arbitrator shall be without power to

make decisions contrary to or inconsistent with or modify or vary in any way the application of law, rules, or regulations having the force and effect of law. The arbitrator shall submit, in writing, his or her decision within twenty (20) days following the closing of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The arbitrator's decision shall be based solely upon his or her interpretation of the meaning or application of the expressed terms of this Agreement to the facts of the grievance presented.

The arbitrator shall not order back pay in any case for a period of more than thirty (30) working days prior to the date the grievance was initiated. All awards of back pay shall be limited to the amount of the wages the employee(s) would have earned from his/her employment with the Employer, less any other compensation for personal services that he/she has received from any source during said period.

No decision of an arbitrator or of the Employer in any grievance case shall create the basis for retroactive adjustment, or other adjustment, in any other case.

No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.

ARTICLE 4 HOURS OF WORK

Working hours: The normal workweek shall consist of five (5) eight (8) hour days, Monday through Friday. The normal workday shall start and end at the time and location designated by the Employer. The Employer shall give notice in writing five (5) days in advance of any change in the normal starting time, except in the case of emergency or mutual agreement of the parties. The workweek shall start at 12:01 AM Sunday and ends at 12:00 Midnight the following Saturday.

Any employee who fails to give notice to the office of the County Engineer of an absence as soon as possible, but no later than the designated starting time, shall forfeit any pay for that day, except in the case of an emergency.

Holiday and vacation hours shall be considered as time worked when computing an employee's forty (40) hour workweek.

Overtime: Overtime rate of pay shall be paid for hours worked in excess of eight (8) in any given workday and forty (40) in any given workweek. Call-back time shall be a minimum of two (2) hours. Overtime pay shall be paid in the pay period following the pay period in which the overtime pay was earned.

Break time: All employees will be permitted to take a fifteen (15) minute break with pay during every four (4) hour work period. Breaks should be scheduled as close to the middle of the work period as possible and the time limit should be strictly observed. All

employees will be permitted a lunch period of thirty (30) minutes scheduled as close to the middle of the workday as possible.

ARTICLE 5 STAFF REDUCTION AND RECALL

Staff Reduction: The Employer has sole discretion to determine the necessity for an implementation of a layoff of the work force. Except in cases of emergency, notice of layoff will be given at least five (5) workdays in advance of the layoff, or five (5) days pay in lieu thereof. If a layoff is deemed necessary, the Employer shall base his/her decision on qualifications to perform assigned duties. If a choice must be made between two or more employees of equal qualifications, the employee(s) with the least seniority will be laid off.

Recall: An employee to be recalled from layoff shall be notified as far in advance as possible by mail, return receipt requested, mailed to his/her last address as shown on the employee's records. Any employee called back to work must return within seven (7) consecutive calendar days after receiving such notice, or at a time and date indicated in the notice, whichever is later. Any employee failing to do so shall automatically lose his/her seniority rights and shall be terminated. An employee shall be considered as having received notice of the recall as of the date such notice is delivered to his/her last address as reflected by the Employer's records. It is the employee's responsibility to keep the Employer informed of his/her current address and phone number. Employees on layoff shall be recalled in reverse order of layoff. Probationary, part-time and seasonal employees shall have no recall rights.

ARTICLE 6 EMPLOYMENT

Each employee shall be considered on probation for a period of at least three (3) calendar months from the last date of hire. Any employee may be terminated during the probationary period without right of appeal. Upon satisfactory completion of the probationary period, the employee shall be entitled to all the benefits, rights and privileges granted all permanent employees and seniority shall start as of the last day of hire.

The Employer shall reimburse to the employee the difference of the cost of a regular driver's license and the C.D.L. that an employee must obtain.

ARTICLE 7 LEAVE

Leave With Pay:

Military Leave. Employees will be eligible for military leave in accordance with federal and state law.

Jury Duty. All permanent employees shall be granted time off with pay for serving on jury duty. Employees shall be granted this time off only for the part of the workday required for the jury duty. An employee released from jury duty before 11:00 AM shall report for work by 1:00 PM of the same day, and an employee released from jury duty after 11:00 AM shall report for work the following morning, except in an emergency when he/she shall report for work as soon as possible, but within two (2) hours of such release. Any jury duty pay, less mileage pay, received by an employee shall be forwarded to the County Engineer.

Funeral Leave. All permanent employees will be allowed time off with pay in accordance with the following schedule: up to four (4) days per occurrence for arrangements or attending the funeral of a spouse, parent, child, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt, uncle, grandparent or grandchild of an employee.

In cases which necessitate out of state travel, up to five (5) workdays with pay will be granted.

Holiday Leave. All permanent employees shall be eligible for eight (8) hours holiday pay for each observed holiday. When the holiday falls on a Saturday, the preceding Friday shall be granted. When a holiday falls on a Sunday, the following Monday shall be granted. In order to be eligible for holiday pay, an employee must report for work the last scheduled workday before and the first workday after the holiday, except when on an approved leave which has been previously granted by the Employer. Holidays observed by eligible employees are as follows:

New Year's Day	Presidents' Day
Good Friday	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Friday after Thanksgiving
Labor Day	Christmas Day
Day before or day after Christmas, as designated by the Employer	

One (1) floating holiday per contract year to be taken upon request and approved by the County Engineer.

Sick Leave. All permanent employees shall be entitled to accrue sick leave with full pay at the rate of one and one-half (1 1/2) days for each month of employment, subject to the following conditions.

1. Sick leave shall apply to a period in which the employee is incapacitated from the performance of assigned duties by sickness or injury for medical, surgical, dental, or optical examination or treatment; or whereby reason of exposure to contagious disease, the presence at the post or duty would jeopardize the health of others. Disabilities caused or contributed to by pregnancy and recovery therefrom shall be covered by sick leave.

2. Sick leave shall not be used for vacation leave.
3. Sick leave shall not be taken in advance.
4. Sick leave shall not be accumulated for more than one hundred ten (110) days.
5. In all cases where an employee has been absent on sick leave, he/she shall immediately upon return to work, submit a statement that such absence was due to illness or other reasons stated in item 1 above. Where such absence exceeds three (3) calendar days, such statement shall be verified by a physician or other authorized practitioner, unless waived by the Employer. For a lesser period of absence, the Employer may, at his/her discretion, require evidence of illness or other reasons defined in item 1 above as deemed necessary and in all cases, sick leave pay will not be granted until approved by the Employer.
6. Officially designated holidays falling within a period of sick leave shall not be counted against sick leave.
7. Sick leave shall not accrue during leave of absence without pay, suspension, layoff, or other leave without pay.
8. An employee who is transferred from one department to another shall be credited with the sick leave accumulated.
9. All sick leave shall expire on the date of separation of employment and no employee shall be reimbursed for sick leave outstanding at the time of such separation. Upon separation from employment after ten (10) years of continuous employment and after the age of fifty-five (55), an employee shall receive in pay, at the employee's last hourly rate, fifty percent (50%) of his/her unused sick leave.
10. If an absence of illness or injury extends beyond the sick leave accrued to the credit of the employee, such additional time may be charged to vacation leave to the extent vacation leave has been accrued.
11. Failure on the part of an employee to report immediately at the expiration of a leave of absence shall be considered a resignation, except in the case of an emergency. Valid reasons must be submitted in advance and approved by the Employer.
12. An employee off work due to an injury or illness covered by Workers Compensation payments may use sick leave for the first three days of absence if not covered by payments through Workers Compensation. For example, if the absence is 14 days or less, the employee may use sick leave for the first three days of the absence. Workers Compensation payments will be made for the first 3 days if the absence is more than 14 days in length. In this case, the employee would not be eligible for sick leave.

The determination of whether sick leave will be applicable will be made when the employee returns to work or after an absence of 14 days.

13. An employee may use up to five (5) days of accrued sick leave for illness or injury of a member in the immediate family (spouse, parents, or children of the employee). Subsections 1 and 5 of Sick Leave, Article 7 of the Agreement, apply.

14. A permanent employee who does not use sick leave for four (4) consecutive months after accruing the maximum number of sick leave days as set forth in this Agreement shall be eligible for a day off with pay or one (1) day of pay at the current rate of pay. Said day off shall be taken within three (3) calendar months after qualifying, with the approval of the County Engineer. The Employer will inform an employee when they become eligible for this time off or the payment in lieu of the time off.

Vacation Leave. Regular full-time employees shall be entitled to paid vacation as follows:

<u>Years of Continuous Service</u>	<u>Accrual Basis</u>	<u>Capped Hours</u>
Accrued during 1st year	1.54 hrs. per pay period	
Accrued during 2-5 years	3.07 hrs. per pay period	160 hours
Accrued during 6-14 years	4.62 hrs. per pay period	200 hours
Accrued during 15+ years	6.15 hrs. per pay period	240 hours

Vacation time is accrued on a pay period basis and may be used after an employee completes six (6) months of employment. No vacation will accrue above the capped hours.

Except in an emergency, all vacation requests must be submitted at least one (1) week in advance. The scheduling of vacation leave is dependent upon the judgment and discretion of the Engineer. Vacation must be taken in a minimum of one-half (1/2) day increments, unless otherwise approved.

Vacation pay will be at the employee's normal hourly rate of pay for the time period he/she would have been regularly scheduled to work. There will be no cash payment for unused vacation.

Upon resignation or termination during the first anniversary year of employment, an employee is not eligible for pro rata vacation pay. Upon resignation or termination during subsequent anniversary employment years, a regular full-time employee will be paid pro rata vacation pay based upon straight time hours worked. In the event of death, any vacation will be paid to the estate of the employee.

Unpaid Leave:

Eligibility Requirement. Permanent employees shall be eligible for unpaid leave of absence after the employee's probationary period.

Application for Leave. All requests for leaves of absence not otherwise covered in this Article shall be submitted in writing by the employee to his/her immediate supervisor for recommendation. It shall then be forwarded to the Board of Supervisors for final decision. Request for such leave shall be submitted on a form supplied by the Employer.

Limited Leave Without Pay. The Employer may, at his/her sole discretion, authorize an employee's absence without pay for a period not to exceed an accumulated total of ten (10) working days in any fiscal year.

Return From Leave Without Pay. Upon return from leave of absence without pay, the employee shall return to his/her former job, if physically qualified, and if the position is vacant, or to another equivalent position, in accordance with his/her qualifications and ability.

Upon written request by the employee, prior to the employee exhausting his/her vacation leave and sick leave, leave without pay shall be granted in writing by the Employer for a period of time not to exceed six (6) months. Such leave without pay shall begin after both sick leave and vacation leave have been exhausted. Such request for leave without pay shall be verified by medical evidence.

A permanent employee granted leave without pay shall not accrue any fringe benefits except seniority, and seniority shall accrue only during the first thirty (30) days of such leave of absence without pay.

If the employee does not return to work upon expiration of the unpaid leave of absence, he/she shall be terminated.

ARTICLE 8 GROUP INSURANCE

Group health insurance benefits are available to employees upon application.

If an employee elects family coverage, it may be obtained by authorizing a payroll deduction for an amount equivalent to twenty percent (20%) of the dependent premium (family premium minus single premium). The County shall provide long term disability insurance coverage at no cost to the employee.

The cost of any additional family coverage premium or premiums for other group insurance approved by the Employer shall be deducted from the individual employee's salary. The Employer's participation in group insurance shall cease immediately upon termination of employment.

The County will pay the cost of a \$13,000 group life insurance policy for all eligible regular full-time employees.

ARTICLE 9 SAFETY

All employees shall comply with all federal, state and local safety rules and regulations.

Employees required to wear safety footwear will be eligible to receive up to \$130.00 every two (2) years for the purchase of Employer approved safety footwear. The employee must submit a receipt for reimbursement.

When an employee suffers an injury in the line of duty, a report of such accident shall be made immediately to the head of the department in which such individual is assigned. This report shall give all known details and circumstances pertaining to the injury and the names of all witnesses thereto.

An employee who is physically able and who fails to report an injury, however minor, within twenty-four (24) hours to the department head or designee, and to take such first aid or medical treatment as may be necessary, shall not be entitled to or eligible for injury or sick leave as outlined in this Agreement.

ARTICLE 10 GENERAL PROVISIONS

All leave and benefits shall accrue from the last date of hire.

This Agreement supersedes and cancels all previous agreements and practices between the County and the employee(s) of the Dallas County Secondary Road Department of Dallas County, Iowa, unless expressly stated to the contrary herein, and together with any mutually agreed to amendments, supplemental hereto, constitutes the entire agreement between the parties and concludes collective bargaining for the duration of this Agreement.

The parties acknowledge that, during the negotiations which result in this Agreement, each had unlimited rights and opportunities to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each voluntarily and without qualification waives any rights, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter during the term of this Agreement.

If any provision of this Agreement is declared by proper legislative, administrative, or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon the issuance of such decision, the parties agree to negotiate a substitute for the invalidated provision.

The Code of Iowa shall supersede any term or provision of this Agreement which is inconsistent with state law.

ARTICLE 11
CLASSIFICATION - WAGES

<u>Straight Hourly Rates</u>	<u>7/1/05</u>
Operator I - Truck Driver*	\$16.24
Operator II	\$16.48
Mechanic	\$17.08

<u>Straight Hourly Rates</u>	<u>1/1/06</u>
Operator I - Truck Driver*	\$16.54
Operator II	\$16.78
Mechanic	\$17.38

<u>Straight Hourly Rates</u>	<u>7/1/06</u>
Operator I - Truck Driver*	\$16.89
Operator II	\$17.13
Mechanic	\$17.73

<u>Straight Hourly Rates</u>	<u>1/1/07</u>
Operator I - Truck Driver*	\$17.24
Operator II	\$17.48
Mechanic	\$18.08

*Truck drivers who pull a pup as part of regular job duties to be paid an additional \$.07 per hour.

Newly hired employees will be paid as follows:

New Hire	85% of classification
6 months	90% of classification
1 year	95% of classification
18 months	100% of classification

The Employer may place new hires at an advanced step in consideration of the employee's abilities and experience.

The Employer may extend a new employee's original probationary period by sixty (60) days. Although this employee is still on probation, they will receive all contractual benefits afforded permanent employees after their initial ninety (90) days.

Out of classification pay: If an employee is placed in a higher classification of pay for six (6) or more hours per day, he will receive the higher rate of pay for the entire day.

An employee covered by this Agreement will be granted longevity pay in accordance with the following schedule:

<u>Continuous Service</u>	<u>Cents Per Hour</u>
After 5 years	.10
After 10 years	.20
After 15 years	.30
After 20 years	.40
After 25 years	.50
After 30 years	.60

Longevity pay increases will be effective on the July 1st following the employee's anniversary date. Longevity pay is included in hourly rate for purposes of computing overtime.

ARTICLE 12 OVERTIME COMPENSATION

Hours worked as straight overtime shall be paid at the rate of one and one-half (1 1/2) times the straight hourly rate.

Call-back and any work performed after a forty (40) hour workweek shall be paid at the rate of one and one-half (1 1/2) times the straight hourly rate. Holidays worked shall be at the rate of one and one-half (1 1/2) times the straight hourly rate. Hours worked on Sunday shall be paid at the rate of two (2) times the straight hourly rate.

Employees who perform overtime work may, at their discretion, receive either monetary compensation or compensatory time off. Employees may accumulate a maximum of forty (40) hours of compensatory time. However, employees may use more than forty (40) hours in compensatory time in a fiscal year, provided they do not exceed the forty (40) hour maximum at any time. After employees accumulate forty (40) hours of compensatory time, all overtime hours in excess of forty (40) hours will be paid in cash. Employees may use compensatory time subject to the approval of the Employer. Compensatory time shall not be treated as hours worked for purposes of computing overtime.

ARTICLE 13 DUES CHECKOFF

The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees, and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required.

The Local Union shall certify to the Employer, in writing each month, a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees (full or installment), or uniform assessments owed and to be deducted for such amount from the pay of such member, and the Employer shall deduct such amount from the first paycheck following the receipt of statement of certification of the member and remit to the Local Union in one lump sum. The Employer shall add to the list submitted to the Local Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

Where an employee who is on the checkoff is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week, or is on leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.

The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Local Union or to such organizations as the Union may request, if mutually agreed to. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

ARTICLE 14 STEWARDS

The Employer recognizes the right of the Local Union to designate job stewards from the bargaining unit. The Union agrees to notify the Employer of the names of the employees designated as stewards whenever there are changes made.

ARTICLE 15 SENIORITY

For the purpose of this Agreement, seniority shall be defined as continuous employment with Dallas County from the last date of hire.

When a vacancy occurs, or a new job is created in the bargaining unit other than a temporary vacancy or job, the Employer shall post such job for a period of five (5) working days, during which time employees may apply, in writing, for the job. In making the selection, seniority shall govern, if skill and ability to perform the job are substantially equal. If no employee applicant is qualified, the Employer may select an applicant outside the bargaining unit.

The Employer will post notice of job vacancies at each County shed or attach a notice of said vacancies to each employee's paycheck.

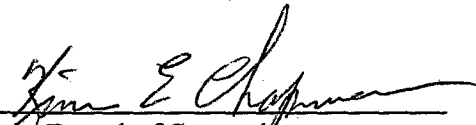
ARTICLE 16
DURATION

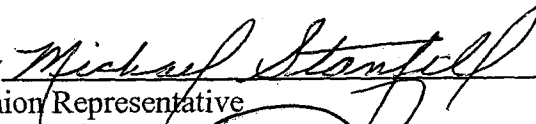
THIS AGREEMENT shall be in full force and effect from July 1, 2005 to and including June 30, 2007. Written notice of desire to open this Agreement shall be served by either party on the other by September 15, 2006.

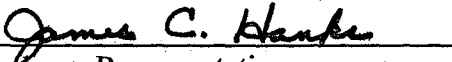
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 19th day of July, 2005.

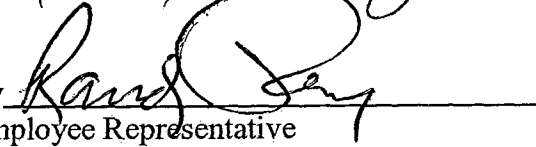
DALLAS COUNTY, IOWA

TEAMSTERS LOCAL UNION NO. 238

By 
Chair, Board of Supervisors

By 
Union Representative

By 
Employer Representative
James C. Hanks

By 
Employee Representative

**ARTICLE 16
DURATION**

THIS AGREEMENT shall be in full force and effect from July 1, 2005 to and including June 30, 2007. Written notice of desire to open this Agreement shall be served by either party on the other by September 15, 2006.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 19th day of July, 2005.

DALLAS COUNTY, IOWA

By [Signature]
Chair, Board of Supervisors

By James C. Hanks
Employer Representative
James C. Hanks

TEAMSTERS LOCAL UNION NO. 238

By [Signature]
Union Representative

By [Signature]
Employee Representative

By [Signature]
Principal Officer, Local 238